

EXHIBIT 6

1 - DEAN MELCHIOR -
2 UNITED STATES BANKRUPTCY COURT
3 SOUTHERN DISTRICT OF NEW YORK
4 ----- X
5 In Re:)
6 LEHMAN BROTHERS) Chapter 11
7 HOLDINGS INC., et al.,) Case No. 08-13555 (JMP)
8 Debtors.) (Jointly Administered)
9
10 ----- X
11 DATE: December 11, 2013
12 TIME: 9:30 a.m.
13
14 DEPOSITION OF DEAN MELCHIOR, in his
15 individual capacity and as a 30(b)(6) witness,
16 held at the offices of Jones Day, 222
17 East 41st Street, New York, New York, pursuant to
18 Notice, before Hope Menaker, a Shorthand Reporter
19 and Notary Public of the State of New York.
20
21
22
23
24
25

1 - DEAN MELCHIOR -

2 DEAN MELCHIOR, called as a witness,
3 having been duly sworn on December 11, 2013, by a
4 Notary Public, was examined and testified as
5 follows:

6 1271 Avenue of the Americas
7 New York, New York 10020

8 (Business)

9 Residence Bergen County

10 EXAMINATION BY MR. LAWRENCE:

11 Q. Could you state your name and spell
12 your last name for the record, please?

13 A. Dean Melchior. M-E-L-C-H-I-O-R.

14 Q. And my name is Paul Lawrence. I
15 represent the Washington State TSA.

16 Do you understand that you are here
17 today as a 30(b) (6) witness for Lehman Brothers
18 Holdings?

19 A. Yes.

20 Q. And what does that mean to you?

21 A. I understand --

22 MR. TAMBE: Objection to the form of
23 the question, but you can answer it.

24 A. I understand I'm to testify on
25 Lehman's behalf about some limited matters with

1 - DEAN MELCHIOR -

2 regard to this litigation.

3 MR. LAWRENCE: And just for the
4 purposes of the record, this first part of
5 the deposition will be the 30(b)(6) part of
6 the deposition.

7 MR. TAMBE: Right. And he's going to
8 testify, I believe, on two topics in your
9 30(b)(6) notice.

10 MR. LAWRENCE: Yes.

11 MR. TAMBE: Subject to the objections
12 we had served and filed.

13 MR. LAWRENCE: The topics being the
14 calculations of the termination amount and
15 the comments or critiques of the TSA's
16 termination calculation, correct?

17 MR. TAMBE: That's right.

18 Q. What did you do to prepare as a
19 30(b)(6) witness for this deposition?

20 A. I met with counsel, external counsel.
21 I believe one of our internal counsel at Jones
22 Day's offices, I believe it was last week for a
23 few hours; one time this week for a few hours; and
24 spent probably half an hour, hour, reviewing the
25 objection to calculation that Lehman performed.

1 - DEAN MELCHIOR -

2 A. I believe it did.

3 Q. So you believe that the calculation
4 that you've described is a fair way to determine
5 the TSA total losses and costs?

6 A. Yes.

7 Q. And you would agree that any
8 calculation of the termination amount should
9 approximate the TSA's total losses and costs,
10 correct?

11 MR. TAMBE: Objection to the form of
12 the question. But you can answer it.

13 A. Yes.

14 Q. Now, are you aware that there has
15 been some discussion in this litigation about a
16 term, "as if it were Lehman," that's used in the
17 RFA?

18 A. A limited amount, yes.

19 Q. As I understand your description of
20 Lehman's calculation of the termination amount,
21 the "as if it were Lehman" clause really doesn't
22 come into play; is that right?

23 MR. TAMBE: Objection to the form of
24 the question. You can answer.

25 A. Correct. I don't believe it's needed

1 - DEAN MELCHIOR -

2 or necessarily incorporated in the calculation.

3 Q. You -- we talked a little bit about
4 the ability to execute a replacement contract
5 similar to the RFA. Are you aware of any Tobacco
6 Settlement Authorities that were able to execute
7 and enter into an actual contract to replace any
8 Lehman RFA?

9 MR. TAMBE: A few objections to that
10 one. Objection to form. Two, objection to
11 scope. And three, an objection to seeking
12 what answers as to what other counterparties
13 to Lehman may or may not have done, which
14 would be either protected because of
15 settlement -- confidential settlement
16 discussions or under work product, in terms
17 of how Lehman may have dealt with other
18 counterparties.

19 MR. LAWRENCE: I think I'm just
20 asking whether Lehman is aware that a
21 counterparty has entered into an agreement
22 with a third party. I'm not sure how that's
23 privileged under those last two objections.
24 Unless it was with Lehman as part of a
25 settlement agreement, I guess I can